

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 04-122**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**Requirements for Supply and Hauling of Aggregate Surfacing Materials**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **May 05, 2004** in the office of the Purchasing Agent, Suite 200, K-Street Complex, 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

# PROPOSAL SPECIFICATION NO. 04-122

**BID OPENING TIME: 12:00 NOON**

**DATE: May 05, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

## THE ANNUAL REQUIREMENTS FOR: SURFACING AND BEDDING MATERIALS FOR ROAD CONSTRUCTION AND MAINTENANCE

### BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b><u>SOLID WASTE OPERATIONS</u></b>				
<b><u>F.O.B. BOTH LANDFILL LOCATIONS:</u></b>				
1.	1-1/2" CRUSHED ROCK FOR SURFACING	500 T	\$ _____	\$ _____
2.	2-1/2" CRUSHED ROCK FOR SURFACING	1000 T	\$ _____	\$ _____
3.	3-1/2" CRUSHED ROCK FOR SURFACING	1000 T	\$ _____	\$ _____
4.	3" CRUSHER RUN	1000 T	\$ _____	\$ _____
5.	3" CRUSHED CONCRETE	5000 T	\$ _____	\$ _____
6.	8" CRUSHED CONCRETE	1000 T	\$ _____	\$ _____
7.	36" CONCRETE RIP/RAP	500 T	\$ _____	\$ _____
8.	2" CRUSHED AND/OR MILLED ASPHALT	700 T	\$ _____	\$ _____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b><u>SOLID WASTE OPERATIONS</u></b>				
<b><u>F.O.B. BOTH LANDFILL LOCATIONS:</u></b>				
9.	FINE AGGREGATE FOR ROAD SURFACING	250 T	\$ _____	\$ _____
10.	LIMESTONE SCREENINGS	300 T	\$ _____	\$ _____

**F.O.B. 2400 THERESA STREET**

11.	CRUSHED STONE FOR PIPE BEDDING	1,600 T	\$ _____	\$ _____
12.	FILL SAND	100 T	\$ _____	\$ _____

**PUBLIC WORKS DEPARTMENT****F.O.B. WEST MAINTENANCE DISTRICT:**

13.	1-1/2" CRUSHED ROCK FOR SURFACING	2,000 T	\$ _____	\$ _____
14.	FINE AGGREGATE	4,000 T	\$ _____	\$ _____

**F.O.B. N.E. MAINTENANCE DISTRICT:**

15.	FINE AGGREGATE	8,000 T	\$ _____	\$ _____
16.	COARSE AGGREGATE	1,500 T	\$ _____	\$ _____
17.	Gravel for Surfacing	2,500 T	\$ _____	\$ _____

**PRICE BASIS FOR OCCASIONAL DELIVERIES  
TO OTHER SITES:**

	<u>MATERIAL COST</u>	<u>TRUCK/ PUP</u>	<u>STRAIGHT TRUCK</u>
18.	1-1/2" CRUSHED ROCK FOR SURFACING	\$ _____/T	\$ _____/MI
19.	FINE AGGREGATE	_____/T	_____/MI
20.	COARSE AGGREGATE	_____/T	_____/MI
21.	GRAVEL FOR SURFACING	_____/T	_____/MI

**BID SECURITY REQUIRED:**

Yes \_\_\_\_ Amount: \_\_\_\_\_  
No  X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Contract Extension Renewal is an option:**

Yes \_\_\_\_  
No \_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period: \_\_\_\_\_; or  
(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.  
(c) If (b), state period for which prices will remain firm: through \_\_\_\_\_.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO. \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 04-122**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE NO.                      FAX NO.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:  
<http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**SPECIFICATION  
FOR  
SURFACING AND BEDDING MATERIAL**

**1. SCOPE**

**1.1 SANITARY LANDFILL AND LINCOLN WASTEWATER SYSTEM**

- 1.1.1 Provide surfacing and bedding material, and trucking services for the remainder of the year, 2004, starting approximately **June 1, 2004, through December 31, 2004.**
  - 1.1.1.1 To make this bid best coincide with quarry supplies and rates, this will be bid again in October with an anticipated January 1, 2005 start date with terms to be two additional one year terms.
- 1.1.2 Trucking services shall consist of providing drivers, dump trucks, rubber tire loaders and accessory equipment necessary to spread or stockpile material within the sites specified below:
  - 1.1.2.1 Bluff Road Landfill  
6001 Bluff Road  
Lincoln, NE
  - 1.1.2.2 North 48<sup>th</sup> Street Transfer Station  
5101 N 48 St  
Lincoln, NE
  - 1.1.2.3 Lincoln Wastewater System  
2400 Theresa St  
Lincoln, NE
- 1.1.3 Deliveries shall be coordinated with the following persons or their designated representatives:
  - 1.1.3.1 Solid Waste Operations - Ass't Superintendent of Solid Waste Operations, 441-7867
  - 1.1.3.2 Wastewater System - Asst Superintendent of Const., 441-7988
- 1.1.4 Deliveries shall be completed within one (1) working day from receipt of individual orders for landfill sites.
- 1.1.5 Orders will be placed during the term of the agreement as individual projects are scheduled by the City.

**1.2 PUBLIC WORKS DEPARTMENT**

- 1.2.1 Provide surface and bedding material, and trucking services for the remainder of the year, 2004, starting approximately **June 1, 2004, through December 31, 2004.**
  - 1.2.1 To make this bid best coincide with quarry supplies and rates, this will be bid again in October with an anticipated January 1, 2005 start date with terms to be two additional one year terms.
- 1.2.2 Trucking services shall consist of providing drivers, trucks and trailers required to deliver material to Public Works Department sites specified below:
  - 1.2.2.1 Maintenance West District, 901 N 6th Street, Lincoln, NE
  - 1.2.2.2 Maintenance Northeast District, 3200 Baldwin Ave., Lincoln, NE
- 1.2.3 Other departments may order material delivered to various sites not itemized herein.
- 1.2.4 Deliveries shall be coordinated with the following persons, or their designated representatives:
  - 1.2.4.1 Bill Nass, Maintenance Coordinator - 441-7701
  - 1.2.4.2 Andy Edwards, **Street and Sewer Superintendent - 441-7701**
  - 1.2.4.3 **Chuck Godsey**, Maintenance Northeast District Supervisor - **441-8435**
- 1.2.5 Deliveries shall be accepted between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.
  - 1.2.5.1 Alternative delivery times may be acceptable if pre-approved by persons listed in Sec. 1.2.4, above.
- 1.2.6 Once an order is placed, delivery shall be on a continuous basis until that order is filled.
- 1.2.7 Each load of material shall be weighed on an approved calibrated scale.
  - 1.2.7.1 Serially numbered duplicate scale tickets shall accompany each truck load of material to the unloading point.
  - 1.2.7.2 Scale tickets shall show the date, time, load number, total weight, tare weight, destination, net weight and type of material.

- 2.3.2 Percent of clay lumps, shale, or soft particles shall not exceed the following:
- 2.3.2.1 Clay lumps - 0.5%
- 2.3.2.2 Shale - 1.0%
- 2.3.2.3 Soft particles - 3.5%
- 2.3.3 Any combination of clay lumps, shale and soft particles shall not exceed 3.5%.
- 2.3.4 Coarse aggregate for concrete shall be free of coatings that will inhibit bond and injurious quantities of loam, alkali, organic matter, thin laminated pieces, chert or other deleterious substances.
- 2.3.5 Coarse aggregate for concrete shall not have a soundness less great than eight (8%) percent by weight at completion of 16 cycles of alternating freezing and thawing.
- 2.3.6 The percent of wear by the Los Angeles test shall not exceed 40%.
- 2.3.7 Coarse aggregate shall conform to the following gradation requirement: (all tolerances are  $\pm$  values)
- | <u>TOTAL PERCENT RETAINED ON:</u> | <u>TARGET</u> | <u>TOLERANCE</u> |
|-----------------------------------|---------------|------------------|
| 1 1/2" Sieve                      | 0.            | None             |
| 1"                                | 0.            | 8.               |
| 3/4"                              | 22.           | 12.              |
| 1/2"                              | --            | --               |
| 3/8"                              | 70.           | 15.              |
| # 4                               | 94.           | 6.               |
| #10                               | --            | --               |
| #20                               | 97.           | 3.               |
- 2.3.8 Coarse aggregate will be used in the following classes of concrete:
- 2.3.8.1 SG3000, L3500, L4500, LB2750, LC3500

## 2.4 3" Crusher Run Crushed Rock for Surfacing

- 2.4.1 Crushed rock shall be either limestone or dolomite, and shall consist of clean, hard, tough and durable fragments (excluding) schist, shale or slate) of uniform quality throughout and shall be free from thin, soft or elongated pieces, disintegrated stone, dirt, organic or other deleterious material occurring free or as a coating on the rock.
- 2.4.2 Material shall be graded to meet the following requirements:
- Total passing 3" sieve:  $100\% \pm 5\%$
- Total passing 2" sieve:  $97\% \pm 5\%$
- Total passing 1" sieve:  $82\% \pm 5\%$
- Total passing 3/4" sieve:  $44\% \pm 5\%$
- Total passing 3/8" sieve:  $33\% \pm 5\%$
- Total passing #4 sieve:  $9\% \pm 5\%$
- 2.4.3 The fraction of rock retained on the 1/2" sieve shall have a loss ratio of not less than 0.75 when subject to 26 cycles of freezing and thawing in accordance with AASHTO Method T-103.
- 2.4.4 Crushed rock, when tested for abrasion by AASHTO Method T-96, Grading B, shall have a percentage of wear of not more than 45%.

## 2.5 Crushed and Broken Concrete

- 2.5.1 Material shall be free of metals, rebar, dirt and other contaminants.
- 2.5.2 Material shall be so graded as to meet the following requirements:
- 2.5.2.1 3" screened crushed concrete.
- 2.5.2.2 8" screened crushed concrete, maximum size of 8", with  $5\% \pm 5\%$  passing 6" sieve.
- 2.5.2.3 Concrete rip\rap, maximum size of 36".

## 2.6 Crushed and/or Milled Asphalt

- 2.6.2 Material may be any recycled asphalt surfacing from roadway paving repair or demolition, including millings and crushed asphalt.
- 2.6.3 The gradation for crushed and/or milled asphalt shall be maximum size of 2".

## 2.7 Limestone Screenings

- 2.7.1 Aggregate shall be crushed limestone or crushed concrete free from lumps or balls of clay or other objectionable matter, and reasonably free from thin and elongated pieces of dirt. Aggregates shall consist of angular fragments, durable and sound, and shall be reasonably uniform in density and quality.
- 2.7.2 Portion of aggregate passing No. 40 Sieve shall be as follows as determined by ASTM D4318:
- 2.7.2.1 Liquid limit: Not more than 25.
- 2.7.2.2 Plastic Index: Not more than 6.

## 2. MATERIAL SPECIFICATIONS

### 2.1 Screened Crushed Rock for Surfacing

- 2.1.1 Crushed rock shall be either limestone or dolomite, and shall consist of clean, hard, tough and durable fragments (excluding) schist, shale or slate) of uniform quality throughout and shall be free from thin, soft or elongated pieces, disintegrated stone, dirt, organic or other deleterious material occurring free or as a coating on the rock.
- 2.1.2 Crushed rock shall be screened after crushing to remove excess fines.
- 2.1.3 Material shall be graded to meet the following requirements:
- 2.1.3.1 1 ½" Crushed Rock  
Total passing 1 ½" Sieve: 97% ± 3%  
Total passing ½" Sieve: 5% ± 5%
- 2.1.3.2 2 ½" Crushed Rock  
Total passing 2 ½" Sieve: 95% ± 5%  
Total passing ½" Sieve: 5% ± 5%
- 2.1.3.3 3 ½" Crushed Rock  
Total passing 3 ½" Sieve: 95% ± 5%  
Total passing ½" Sieve: 5% ± 5%
- 2.1.4 The fraction of rock retained on the ½" sieve shall have a loss ratio of not less than 0.75 when subject to 26 cycles of freezing and thawing in accordance with AASHTO Method T-103.
- 2.1.5 Crushed rock, when tested for abrasion by AASHTO Method T-96, Grading B, shall have a percentage of wear of not more than 45%.

### 2.2 Fine Aggregate (Sand-Gravel for Road Surfaces and Concrete Mix)

- 2.2.1 Fine aggregate shall consist of sand or sand-gravel or a combination of sand and sand-gravel.
- 2.2.1.1 The sand and sand-gravel shall be composed of clean, hard, durable, and uncoated particles.
- 2.2.1.2 The fine aggregate shall be free from injurious amounts of clay, loam, alkali, organic matter and other deleterious substances.
- 2.2.1.3 The aggregate shall not contain more than 0.5% by weight of clay lumps.
- 2.2.2 The aggregate subjected to the color metric test for organic impurities and producing a color darker than that standard color shall be rejected unless it passes the mortar strength test as hereinafter specified.
- 2.2.2.1 The aggregate, when subjected to the mortar strength test, shall have a 7-day and 28-day tensile and compressive strength equal to or greater than developed by mortar of the same proportions and consistency made of the same cement and standard Ottawa sand.
- 2.2.3 Fine aggregate shall conform to the following gradation requirement: (all tolerances are ± values)

<u>TOTAL PERCENT RETAINED ON:</u>	<u>TARGET</u>	<u>TOLERANCE</u>
1 ½" Sieve	0.	None
# 4	13.	10.
# 10	40.	10.
# 30	72.	12.
#200	98.5	1.5

- 2.2.4 Fine aggregate will be used in the following classes of concrete:
- 2.2.4.1 SG3000, L3500, L4500, LB2750, LC3500

### 2.3 Coarse Aggregate (crushed limestone conforming to the following requirements):

- 2.3.1 Limestone shall be considered to be natural rock of sedimentary origin composed principally of calcium carbonate.
- 2.3.1.1 The calcium carbonate content of the aggregate shall be at least 80% (computed as CaCO<sup>3</sup> from value determined for CaO).

2.7.3 Material shall meet the following gradation requirements:

<u>Sieve Designation</u>	<u>Percentage Passing by Weight</u>
3/8"	100.00
#4	99.9
#8	88.0
#30	39.0
#200	18.0

2.8 Crushed Stone for Pipe Bedding Material

2.8.1 Crushed stone for pipe bedding material shall be "Crusher Run" or "Nebraska State Servicing" and shall have the following mix design:

<u>Screen Size</u>	<u>Percent Retained</u>
1"	0%
3/4"	0- 20%
3/8"	30- 55%
#10	80-100%
#50	90-100%

2.9 Fill Sand

2.9.1 Fill sand shall contain not more than 2% by weight of clay, silt, loam and other foreign substances.

2.9.2 Material shall be so graded as to meet the following requirements: (all tolerances are  $\pm$  values)

<u>Total%</u>		
<u>RETAINED ON</u>	<u>TARGET</u>	<u>TOLERANCE</u>
#10 Sieve	5%	5%
#20 Sieve	32%	13%
#30 Sieve	52%	13%
#100 Sieve	97%	3%

2.10 Gravel for Surfacing

2.10.1 All gravel for surfacing shall conform to the appropriate Sections of the State of Nebraska "1985 Standard Specifications for Highway Construction", with the exception that a minimum of seventy-five percent (75%) shall be required to be retained on the #10 sieve (for Gravel for Surface Coarse) determined on an average of all samples taken for that individual hauling contract.

2.10.2 As long as the average of all samples taken yields seventy-five percent (75%) or greater on the #10 sieve, then moisture will be waived from consideration.

2.10.3 When the percent retained falls below seventy-five percent (75%), then a deduct in tonnage for payment shall be made based on the average moisture content (%) of all samples taken plus a percentage deduct equal to the percentage amount below seventy-five percent (75%).



# **INSTRUCTIONS TO BIDDERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidders shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidder to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

#### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

#### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification

document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.